

COMPOSITE EXHIBIT C

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From: dmo pa <DMoPALLC@outlook.com>
Date: Tuesday, July 15, 2025 at 9:33 PM
To: Nick Zeher <nzeher@robertallenlaw.com>
Subject: 408 settlement communication

[EXTERNAL SENDER]

Dear Nicholas,

I'm sorry if I seemed so unapproachable that you felt you had to preemptively excommunicate me after receiving my draft litigation materials. That was never my intent. I don't typically seek out people in robes to validate that I have standing, morally or legally. I don't throw psychotic fits at attorneys who tell me they can't represent me. I do feel remorse when I act harshly, unless it's in response to someone trying to cross me or wrong me, or PIRATE ME at SEA, such

as Frank, Rupert, and the bank. They get what they get. Otherwise, I'm quite easygoing and unbothersome. I self-regulate. I don't need a judge, a boss, or mandatory CLE to do what's right or stay in my lane.

Someone told me today you're my age, and I was genuinely shook. I assumed I was dealing with another 55-year-old Frank Kups-type lifer. My mistake. You don't yet have the years under your belt to ethically rival the kind of conduct they've normalized.

The Bar complaint was blunt, but not dishonest. I'll stand down on it if you're willing to bring this circus to a just close before my hull rots, but the damage that's been done here, both to me and Dr. Kalish, is extensive. What you inherited in this litigation was a bad hand, but you did choose it. I know you didn't originate this fraud, but you came in on the ass end of a catastrophically inflated NVDC mortgage recording orchestrated by Rick Obey and Radius Bank which, paired with Rupert Gregory's sabotage, completely imploded the loan to value on the alleged note. You've been poorly trying to mop it up on behalf of Huntington, who tried to further monetize it at my expense, fully knowing they lacked the ability to transfer title.

As far as ship mortgages go, Huntington never had standing in admiralty. NVDC confirmed. They never filed a valid mortgage assignment. So, that's that. When settlement talks collapsed and Robyn ghosted me due to unassignable title from Huntington, instead of fixing the documentation as the NVDC instructed the bank several times, they moved forward anyway, executing a warrantless, extrajudicial seizure of my federally documented vessel, then filed a Verified Complaint, through you, laced with omission and perjury to double down on what they had already deceptively done.

And now my vessel is rotting in Dania Cut, requiring another drydock and rebuild after I just finished re-activating her from a two-year coma. These numbers aren't theoretical. It's cost me millions of dollars of real, tangible wreckage, layered atop years of remedial work I already performed after Radius and Obey left her for dead in 2017 once the mortgage note was signed and Obey stuck Kalish to pay for both of his vessels until the Baia sold, causing his financial collapse.

I don't need an apology from you, because those things are not your fault, but

continuing to pursue meritless litigation is. I need a path to restitution that doesn't bankrupt Huntington or let Radius skate, and here's what that looks like:

Huntington walks away. Full release, mutual non-disparagement, and no further action pursued against you, Kups, or the firm. The bank and Kups get \$0 and a clean slate.

Radius Bank, now Lending Club, pays. Not in theory. In cash. A lump sum resolution for originating and recording a fraudulently inflated FPSM with a federal agency, while knowing the disbursement didn't match. They are known to originate those types of fraudulent loans, and have paid tens of millions in restitution because of it. That's the origin point of this mortgage overvaluation mess.

You shift your energy from salvaging Huntington's fictitious lien claim to holding the actual originator of the fraud accountable, and avoid being remembered as the lawyer who tried to post-hoc legitimize a fraudulent repo into federal court after my boat got pirated, plundered, and relisted like Craigslist trash by the same looters who oversold the value to begin with.

To be clear, I will not be financing Huntington's litigation fantasy. Not with my money, not with my silence, and not with my consent. Their VPs are akin to snake oil salesmen, but should you choose to take this off-ramp now, you have my cooperation and good faith. You'll get the names of the Radius officers who signed the FPSM. I'll let go of the license complaints. I'll stop treating this as a moral crusade and start treating it like what it could be: a resolved commercial dispute where the actual wrongdoers pay, and the current boat rotting begins to reverse.

But if you keep doubling down on Huntington's narrative, that they had a valid lien, that the vessel wasn't stolen in an armed robbery, or that they are owed a settlement, or that Frank didn't cause vessel damage while he was uninsured and insolvent, all things considered, I'll keep pursuing every remedy available. Criminal, civil, and regulatory. I won't let the people who wish for this vessel to burn to the ground get away with blaming me for the smoke.

Dr. Kalish is an elderly man who contributed over \$3 million for a \$1 million boat he barely got to enjoy. I'm out seven figures in maintenance, theft losses, unreimbursed upgrades, uninsured losses, and now, thanks to Frank, hull and

engine room damage. Yet my personal property is still being held hostage unless I sign a release that completely absolves the robbers who caused this disaster of liability. That's not settlement. That's blackmail.

You're too sharp not to see where this ends. Huntington didn't start this, but they picked it up and ran with it. You still have time to pivot and do the right thing before this case becomes a precedent for what *not* to do when disposing of a fraudulently inflated ship mortgage. The NVDC won't let this title clear without an affirmative answer, and that answer isn't going to be pretty if it has to come through discovery.

The ball is in your court. You can ghost me, or you can do the work of actually ending this. Let me know if you want to pursue the Radius resolution path, and I'll produce the documentation and names and give you the roadmap. Otherwise, expect to just keep having relevant motions flung your way, as the situation commands.

Best,

Danielle

From: Stanley Kalish <srkalish@bellsouth.net>
Date: Sunday, June 8, 2025 at 7:49 PM
To: Nick Zeher <nzeher@robertallenlaw.com>
Cc: Litigation Paralegals <litparalegal@robertallenlaw.com>, Serena A. Witter
<switter@robertallenlaw.com>
Subject: Re: Court ordered Scheduling Huntington v Kalish

[EXTERNAL SENDER]

Mr. Zeher, to be quite frank, I don't trust you, your firm, the bank, the liquidators, Rick Obey associates, or anyone else who was formerly entrusted to act in a fiduciary manner, who have ALL civilly and/or criminally breached those fiduciary duties in connection with the extrajudicial seizure of my and Danielle's vessel. You all have colluded to unlawfully steal the product of my life's work from under me, and I do not have time left to rebuild that long, storied vessel legacy from scratch. Please don't expect any pardoning favors from me as a result of brown nosing me like a malicious sycophant in court, and winking at my business partner after you lied to the judge Mr. Zeher. The facts speak for themselves, as the evidence will demonstrate.

I am not available by phone during business hours on weekdays, as has been stated to you countless times, yet you still try to abscond judicial accountability by sliding things under my nose and expecting an instant response. Writing this email has consumed nearly my entire Sunday, and I do not have time for your games. I have an exceptional maritime firm on standby who was witness to the seizure and is happy to generate seven figures in legal fees pro hac vice to extinguish the bank's nonsense, should your party choose to continue down that highly detrimental and foolish path.

As maritime attorneys, you should know the law better than you have previously applied and asserted it in your poorly written filings, so please review the **SHIP MORTGAGE ACT** and all **Federal Rules of Admiralty Procedure**, along with all the data presented to you, prior to responding, as your verified complaint identifies and admits to factual and grave mishandling of the current situation as it relates to the self-help repossession of a Federally documented vessel, and whereby your client, Huntington Bank, is not even the lienholder of record on the USCG Abstract, nor has it produced an unbroken chain of mortgage custody assigning First Preferred Ship Mortgage holder rights to Huntington prior to the seizure and subsequent filing of the instant action.

Please respond to the following via email within 30 days, and attach ALL documents requested below, prior to informally attempting to discuss anything more with me, unless by further intervention of the court, otherwise you can try to talk to Danielle and work something out, but she has notably lost all respect for you, so I don't know if she will talk to you at this point.

Option 1:

As the ONE AND ONLY alternative to producing a complete, verified response to the below, please provide a notarized letter by end of business **Friday, JUNE 13th**, from a dually authorized officer of Huntington Bank, authorizing immediate and unconditional release of the vessel as-is, return of all property removed from the vessel, and a \$50 million uncontested damages award, which I agree to execute in private, sign an NDA, and will further agree to drop and/or not continue to pursue any Federal criminal charges against Frank Kups, Craig Moore, Joseph Gumbs, Rupert Gregory, Rick Obey Yacht Sales, Robyn Twinam, Legend Yacht Transport, VI Marine Towing and Salvage, and the Huntington Bank, and so as to not be forced to make such details public record in future court proceedings against the national bank's poorly coordinated and unlawfully orchestrated acts of tomfoolery related to me and my Federally protected vessel. Not only was this entire act egregious and wrong, but it exposes your client to countless future lawsuits based on similar acts it has likely committed against other property owners with alleged collateral interests held by Huntington Bank, should I continue to pursue a lawsuit for elder abuse, breach of fiduciary duty, and actual and punitive damages relating to the unlawful taking of my Federally documented property, or should I choose to immediately publicly disclose the wrongful acts of the bank to the national press, which the press will flock to release like starving rats on cheese. A marine actuary will corroborate that a \$50 million settlement is a reasonable pre-litigation damages award in this case, all facts considered. If I am required to further pursue such remedies in court, the damages sought will be much higher. I will also ask that Danielle not file Florida Bar complaints against you, Mr. Zeher, and your two co-conspiring attorneys, Serena Witter and Jessie Pulitzer, in connection with this case, but I cannot promise results on that, because your knowingly malicious, factually baseless, and morally bankrupt filings have continued to attempt to deprive her of over \$2 million of vested property interests, so she will do what she feels is just, and while I can influence her, I cannot stop her.

Option 2:

Pursuant to Federal Rule of Civil Procedure 34, Supplemental Admiralty Rule E(9), and the Court's inherent authority to supervise pretrial discovery in admiralty actions, Defendant, Stanley R. Kalish, hereby demands that Plaintiff, The Huntington National Bank, produce the following documents within thirty (30) days of email receipt, via electronic mail, to Stanley Kalish, at SRKalish@bellsouth.net.

You are instructed to respond in accordance with the definitions and instructions set forth in Rule 34, and to produce **legible, unredacted, Bates-numbered** documents in the order requested below.

DEFINITIONS

1. **“Vessel”** refers to M/Y *Something About Meri*, USCG Official No. 1278223.
2. **“Mortgage”** includes any First Preferred Ship Mortgage, Marine Note and Security Agreement, or other collateral instruments.
3. **“You,” “Your,” or “Plaintiff”** refers to The Huntington National Bank, its agents, attorneys, assigns, or affiliates, including but not limited to National Liquidators, Frank Kups, VI Marine Towing and Salvage, Legend Yacht Transport, and Rick Obey Yacht Sales.

DOCUMENT REQUESTS

Request No. 1

Produce the *exact and complete version* of the First Preferred Ship Mortgage that Plaintiff relied upon in commerce to initiate extrajudicial repossession efforts on or before April 8, 2025, and all vessel appraisals in Plaintiff’s and Rick Obey Yacht Sales’ possession related to the subject vessel and the 1993 Baia traded in during the 2017 vessel acquisition.

Request No. 2

Produce all executed, draft, and amended versions of the Marine Note and Security Agreement signed by Stanley R. Kalish, including any forms executed with Radius Bank or intermediaries such as Rick Obey Yacht Sales.

Request No. 3

Produce all metadata, email correspondence, internal transmission logs, and memoranda documenting when, how, and by whom the First Preferred Ship Mortgage was obtained, altered, printed, or forwarded prior to being handed in paper form to Danielle Morron by Frank Kups during the extrajudicial and unpeaceable raid effectuated on April 8, 2025.

Request No. 4

Produce all communications, whether internal or external, between Plaintiff, Robert Allen Law, National Liquidators, and Rick Obey Yacht Sales regarding discrepancies, alterations, or inconsistencies in any mortgage instruments relating to the vessel.

Request No. 5

Produce all copies of the Marine Note and Security Agreement maintained in any loan servicing, document retention, or physical file archive system operated or contracted by Plaintiff.

Request No. 6

Produce the full chain of custody and disbursement records for the \$1,300,000 loan originally issued by Radius Bank, including complete payment history, interest assessments, fees, and loan balance calculations supporting Plaintiff’s assertion of a \$1,048,084.87 default.

Request No. 7

Produce a complete USCG-recorded assignment chain of the First Preferred Ship Mortgage from Chemical Bank to TCF Bank, and from TCF Bank to Huntington National Bank.

Request No. 8

Produce a USCG Abstract of Title for the vessel dated prior to April 8, 2025, showing Huntington Bank listed as the Federally-recognized First Preferred Ship Mortgage Holder.

Request No. 9

Produce all communications between Plaintiff and National Liquidators, Frank Kups, Craig S. Moore, and Rick Obey Yacht Sales, and produce all travel receipts, hotel bookings, and transportation arrangements evidencing travel to the U.S. Virgin Islands by any bank agent or affiliate prior to April 8, 2025.

Request No. 10

Produce all written and electronic correspondence between Plaintiff and Danielle Morron relating to offers in compromise, payment arrangements, or vessel disposition proposals.

Request No. 11

Produce all internal account notes, digital logs, and correspondence between Huntington Bank and Rick Obey Yacht Sales relating to the Mangusta, from inception to present.

Request No. 12

Produce all shipping and relocation documentation and communications regarding the April 21, 2025 transport of the vessel from St. Thomas to Port Everglades, including names and contact information of all persons and entities involved in the seizure and transport.

Request No. 13

Identify and produce full contact information for all individuals or agents allowed aboard the vessel after seizure, including but not limited to:

- VI Marine Towing and Salvage
- DPNR
- Craig S. Moore
- Joseph A. Gumbs
- Yacht Haven Grande
- Legend Yacht Transport
- Port Everglades port authority
- Fort Lauderdale towing services
- Yacht Management Services
- The individual using 786-971-8206 as a phone number, which was provided by Frank Kups, and all associated unidentified accomplices assisting in vessel ransacking efforts.

Request No. 14

Produce the **complete post-seizure maintenance log** for the vessel from April 8, 2025, to present, especially detailing treatment of the hull, deck, jets, and exterior.

Request No. 15

Produce a written admission identifying **the individual who removed the protective cover from the vessel's aft dining table** and the date/time this occurred.

Request No. 16

Produce all reports and contact details of any **appraisers or valuation experts** who inspected or evaluated the vessel after April 8, 2025.

Request No. 17

Produce all emails, documents, and attachments between Danielle Morron and Huntington Bank regarding **Merrill Stevens Shipyard drydock repairs (2021–2022)**, including documents evidencing full **Kamewa Rolls Royce jet replacements, structural hull repair, and antifouling**.

Request No. 18

Produce all internal and external correspondence, board meeting notes, and insurance filings referencing in any manner whatsoever the **vessel's sinking and engine room flood**, and copies of any **insurance policies** Plaintiff holds in its possession referencing the vessel.

Request No. 19

Produce all witness statements and all emails/communications in your or the Plaintiff or any of its agents possession regarding:

- Cutting of the **port anchor** by VI Marine Towing and Salvage;
- Improper maneuvering and hull impact;
- Ramming and repeated collision of the vessel into fixed structures during towing at Yacht Haven Grande and Crown Bay.

Very truly not yours,

Dr. Stanley Richard Kalish

On Monday, June 2, 2025 at 06:09:04 AM PDT, Nick Zeher
<nzeher@robertallenlaw.com> wrote:

Mr. Kalish,

I am following up on the email below.

We have been ordered by the court to get in touch with you to discuss the two cases: (1) that

you filed against Huntington Bank; and (2) the case Huntington Bank filed against you relating to the default on your yacht. We are required to meet and confer with you or a lawyer you hire prior to a hearing that was set for 1:30pm in the Federal Courthouse in Broward County.

I can be reached at 561-510-9602. Please let me know when you are available and what phone number I can reach you on.

Best regards,

Nick

Due to the high volume of e-mails I receive daily, your message may get overlooked. If you don't receive a reply within 48-hours, please resend your email with Christina Caristo at ccaristo@robertallenlaw.com in copy – your communication is important to me.



NICHOLAS J. ZEHER
ATTORNEY AT LAW

nzeher@robertallenlaw.com

robertallenlaw.com

MAIN OFFICE: 561.510.9606

DIRECT: 561.510.9602

303 Banyan Boulevard

Suite 200

West Palm Beach, Florida 33401



Robert Allen Law

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From: Nick Zeher <nzeher@robertallenlaw.com>
Date: Thursday, May 29, 2025 at 4:53 PM
To: Stanley Kalish <srkalish@bellsouth.net>
Cc: Litigation Paralegals <litparalegal@robertallenlaw.com>, Serena A. Witter <switter@robertallenlaw.com>
Subject: Re: Court ordered Scheduling Huntington v Kalish

Mr. Kalish,

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Nick

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ROBERT ALLEN LAW
THE YACHT LAWYERS

NICHOLAS J. ZEHER
ATTORNEY AT LAW

nzeher@robertallenlaw.com
robertallenlaw.com
MAIN OFFICE: 561.510.9606
DIRECT: 561.510.9602

303 Banyan Boulevard
Suite 200
West Palm Beach, Florida 33401





Robert Allen Law

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From: Nick Zeher <nzeher@robertallenlaw.com>
Date: Thursday, May 29, 2025 at 4:40 PM

To: dmo pa <DMoPALLC@outlook.com>
Cc: Litigation Paralegals <litparalegal@robertallenlaw.com>, Serena A. Witter <switter@robertallenlaw.com>, Stanley Kalish <srkalish@bellsouth.net>
Subject: Re: Court ordered Scheduling Huntington v Kalish

Ms. Morron,

We need to make this abundantly clear as was just confirmed by the judge while you were sitting on the zoom which was a recorded hearing. By order of the court, our firm will not communicate with you in any regard relating to this matter.

Best regards,

Nick

Due to the high volume of e-mails I receive daily, your message may get overlooked. If you don't receive a reply within 48-hours, please resend your email with Christina Caristo at ccaristo@robertallenlaw.com in copy – your communication is important to me.



NICHOLAS J. ZEHER
ATTORNEY AT LAW

nzeher@robertallenlaw.com

robertallenlaw.com

MAIN OFFICE: 561.510.9606

DIRECT: 561.510.9602

303 Banyan Boulevard

Suite 200

West Palm Beach, Florida 33401





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From: dmo pa <DMoPALLC@outlook.com>

Date: Thursday, May 29, 2025 at 2:54 PM

To: Nick Zeher <nzeher@robertallenlaw.com>, Stanley Kalish <srkalish@bellsouth.net>

Subject: Court ordered Scheduling Huntington v Kalish

[EXTERNAL SENDER]

Hello Nick.

IF Dr. Kalish's surgery scheduling coordinator can reschedule all his surgeries on Thursday June 5, can you meet him at your offices that afternoon?